

REQUEST FOR PROPOSAL

October 29, 2015

Points of Contact:

Natalie Robinson Indiana Prescription Drug Abuse Task Force Natalie.Robinson@atg.in.gov -- (317) 233-6143

Kristen Kelley Indiana Prescription Drug Abuse Task Force Kristen.Kelley@atg.in.gov -- (317) 234-7135

Project Description

The Indiana Prescription Drug Abuse Task Force is accepting proposals in response to this RFP for the distribution of Opioid Rescue Kits containing atomizers for intranasal administration. The intent of the RFP is to find a qualified source(s) to provide and distribute emergency Opioid Rescue Kits to Indiana first responders.

Naloxone Hydrochloride, also known by the trade name Narcan®, is an opioid antagonist and is a safe and effective medication used to quickly reverse the life-threatening effects of an opioid overdose. The naloxone kits distributed in accordance to this RFP will be administered intranasally by spraying a fine mist up each side a person's nose.

First responders who may administer naloxone are defined by IC 16-31-3-23.5 to include law enforcement officers, volunteer firefighters, and EMS personnel. The Code provides civil immunity to first responders who have completed and follow the training provided by their agency or department.

The goal of this RFP is to expand the participation of naloxone programs and distribution of Opioid Rescue Kits among Indiana law enforcement agencies and firefighters. This effort will require providing education about naloxone programs and the law that provides immunity for first responders to carry and administer the lifesaving medication. First responders that agree to participate in a naloxone program must receive training and grant recipients will be responsible for ensuring such agencies and departments have access to the required training.

The RFP will also provide for refills on Opioid Rescue Kits to Indiana law enforcement agencies and volunteer firefighters that have already received the required training and are actively participating in naloxone programs, but are seeking additional kits. Such requests must include

Opioid Rescue Kits RFP p. 1 of 15

the number of times the naloxone kits have been used within the past 12 months and a demonstrated need for financial assistance to receive the refilled kits.

Service Delivery Dates

The services requested will be implemented during the period of January 1, 2016 through June 30, 2016. Any unused funds or resources will be returned at the termination of the service delivery date, unless an extension is granted.

Funding

The total funding amount for all eligible recipients is \$100,000. The individual award amounts will be determined based on the geographic service areas and the quantity of law enforcement agencies and firefighter departments within that specific area per approved application.

Award recipients will receive 25% of their award up-front, and then can draw down the next 25% once they have actually spent all dollars received. This will result in four equal payments to each recipient.

Completed RFP Due

Proposals are to be submitted via e-mail to Natalie.Robinson@atg.in.gov by December 1, 2015.

Notice of Award

Respondents will be notified of results no later than 20 days after submission of application.

Eligibility:

Respondents must be organized as a non-profit under the jurisdiction of the IRS or work through a fiscal agent and be a registered entity with the Indiana Department of Health to distribute and provide training for the use of naloxone kits.

Submission Requirements

Respondent Qualifications:

- Must provide a copy of IRS form or agreement with fiscal agent, W-9 and 1099.
- 2) Must use 75 percent of awarded funds for naloxone kit supplies which must include:
 - a. At least one dose of naloxone
 - b. At least one atomizer
 - c. One carrying case
 - d. Checklist instruction card

Opioid Rescue Kits RFP p. 2 of 15

3) Must not charge for naloxone kits or use any awarded funds for salaries or other personnel compensation except for personnel and administrative tasks necessary to execute the proposed distribution plan as outlined in the written narrative and submitted in the budget.

Written Proposal:

- 1) Cover sheet with name of primary contact and information for eligible organization, including: mailing address, work phone, cell phone, and email address,
- 2) Letter of Interest,
- 3) Organization executive summary and mission statement,
- 4) Narrative to include:
 - a. Project plan for both quarters (Jan June)
 - b. List of counties in geographic service area
 - c. Identified high risk areas within service area (high risk meaning areas with highest numbers of reported overdoses)
 - d. Target Groups: Number of law enforcement agencies and fire departments within the service area
 - i. Number of agencies and departments within the service area that is currently participating in a naloxone program
 - ii. Number of agencies and departments within the service area this is not currently participating in a naloxone program
 - e. Estimated number of naloxone kits that will be distributed by quarter
- 5) Project budget including estimated number of kits to be distributed by county within specified service area, costs, and associated training expenses, and
- 6) Planned reporting requirements and agreement to provide quarterly project reports during the period of service delivery.

Selection Process

- Following the application deadline, each proposal will be examined to determine compliance with the format and information requirements specified in the RFP. Incomplete proposals will not be considered.
- 2) Proposals will be evaluated on the basis of the criteria outlined and the best overall compatibility with the intent of the RFP. Attention will be given, but not limited to:
 - a. Geographic service areas
 - b. Need for kits of the respondent's targeted group(s);
 - c. Demonstrated ability to coordinate required training;
 - d. Quality of the proposed execution plan;
 - e. Relevant skills, knowledge, and experience of the respondent;
 - f. Proposed methodology for coordination with targeted groups and resources;
 - g. Any other criteria set out in the RFP or otherwise reasonable and considered relevant.

Opioid Rescue Kits RFP p. 3 of 15

Reporting Requirements

Award recipients will be required to submit quarterly reports. One mid-cycle report and the next would be the final report.

1st Quarter Report:

- 1) Was any grant activity conducted during this reporting period? If no, please explain.
- 2) Was any educational outreach conducted to identify first responders in your specified service area and education on Opioid Naloxone Kits shared with those identified? If yes;
 - a. What means of outreach was used to reach them?
 - b. Which agencies or departments and in which counties?
 - c. What was the outcome of these outreach efforts?
- 3) Were you successful at getting any new first responders to agree to start a Naloxone Program at their respective agency/department? If yes;
 - a. Have they received training yet? Please list all that apply, including training dates and number of individuals trained.
 - b. For those that have been trained, how many kits were distributed?
- 4) Were you successful at identifying any existing first responders that have already been trained but in need of more Naloxone kits? If yes;
 - a. Have they applied for and/or received the new kits yet?
 - b. If they have received the Naloxone kits, how many were distributed?
- 5) Have you encountered any challenges or barriers that have prevented you from executing your proposed plan?

2nd Quarter/Final Report:

Award recipients would be required to submit a final report of the project by July 21, 2016.

- 1) General Project Summary
- 2) Total number of kits distributed by county
- 3) Number of agencies/departments that received training and naloxone kits
 - a. New to the naloxone program
 - b. Existing participants of naloxone program
 - i. Required documentation from existing agencies
 - c. Number of individuals trained
- 4) Distribution and training you were not able to complete and why
 - a. Any other unforeseen challenges or obstacles preventing execution
- 5) Total cost of kits
- 6) Total cost of training/administration on project
- 7) Identification of further need in geographic area based on distribution and education completed.

Opioid Rescue Kits RFP p. 4 of 15

GRANT AGREEMENT

EDS #
This Grant Agreement (this "Grant Agreement"), entered into by and between (the "State") and (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:
1. Purpose of this Grant Agreement; Grant Funds.
The purpose of this Grant Agreement is to enable the State to award a grant of \$ to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code \$ establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.
2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

Opioid Rescue Kits RFP p. 5 of 15

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly] basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4		
4	ı erm	

This Grant Agreement commences on	and shall remain in effect through
Unless otherwise provided herein, it may b	e extended or renewed upon the written agreement of
the parties and in conformance with IC §5-	22-17-4, and as permitted by the state or federal law
governing this Grant.	

5. Grant Funding.

- A. The State shall fund this grant in the amount of \$______. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

Opioid Rescue Kits RFP p. 6 of 15

- D. Claims shall be submitted to the State within _____ calendar days following the end of the [month/quarter] in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than _____ calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within _____ calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records.

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. The Grantee is a "subrecipient" of federal grant funds under 200 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost

Opioid Rescue Kits RFP p. 7 of 15

Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this grant. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or

Opioid Rescue Kits RFP p. 8 of 15

regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
 - G. As required by IC §5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

- (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

Opioid Rescue Kits RFP p. 9 of 15

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

Opioid Rescue Kits RFP p. 10 of 15

- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- **13.** Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- **14. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action

Opioid Rescue Kits RFP p. 11 of 15

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service

	N. d. G 1 111	
A.	. Notices to the State shall be sen	nt to: (Include contact name and/or title, name of agency & add
		
		

C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.
- **19. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice,

Opioid Rescue Kits RFP p. 12 of 15

specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

- **20. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as **Exhibit(s)** ______ and incorporated fully herein.
- **21. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the *2015* OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Opioid Rescue Kits RFP p. 13 of 15

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

[Grantee]	[Indiana Agency]	
By:	Ву:	
Nome and Title Printed	— Nome and Title Drinted	
Name and Title, Printed Date:	Name and Title, Printed Date:	
Approved by: Indiana Department of Administration	Approved by: State Budget Agency	
By:(for)	By:	
Jessica Robertson, Commissioner (for)	Brian E. Bailey, Director	
Date:	Date:	
APPROVED as to Form and Legality: Office of the Attorney General		
(for)		
Gregory F. Zoeller, Attorney General		
Date:		
Approved by:		
Indiana Office of Technology		

Opioid Rescue Kits RFP p. 14 of 15

By:	(for)
Paul Baltzell, Chief Information Officer	
Date:	

Opioid Rescue Kits RFP p. 15 of 15